**AQUA COOLING TERMS & CONDITIONS FOR RENTAL EQUIPMENT**

**CUSTOMER’S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CLAUSE 9**

1. APPLICATION OF TERMS
   1. Customer’s order to hire the Equipment from Aqua Cooling Limited whose registered office address is at Unit 6, Brickfield Lane, Chandler’s Ford, Eastleigh, Hampshire SO53 4DP (**Aqua**)shall be deemed to be an offer by Customer to hire the Equipment subject to these terms & conditions (**Terms**). The Contract will be on these Terms to the exclusion of all other terms & conditions, including any terms or conditions which Customer seeks to impose or incorporate under any purchase order or other document or which are implied by trade, custom, practice or course of dealing.
   2. Any samples, drawings, descriptive matter or advertising issued by Aqua shall not form part of the Contract or have any contractual force.
   3. Any typographical, clerical or other error or omission in any literature, quotation, or other document or information issued by Aqua shall be subject to correction without any liability on the part of Aqua.
   4. No order placed by Customer to hire Equipment shall be deemed to be accepted by Aqua until a Purchase Order has been received by Aqua from the Customer & a written acknowledgement of order is issued by Aqua or (if earlier) Aqua commences work to fulfil the order when a contract for the hire of Equipment under these Terms will come into effect (**Contract**). Without affecting any other right or remedy available to Aqua, no order which has been accepted by Aqua may be cancelled by the Customer.
   5. Any Proposal given by Aqua shall not constitute an offer & is valid only for the period stated in the Proposal or if no period is stated a period of 30 days from its date, provided that Aqua has not previously withdrawn it.
   6. The Customer shall ensure that the Purchase Order is signed by or sent from a person with authority to conclude contracts on behalf of the Customer. The Customer agrees that Aqua may accept a Purchase Order signed on behalf of the Customer, or an email sent on behalf of the Customer as being signed by or sent from a duly authorised officer of the Customer & Aqua is under no obligation to verify whether or not the signatory or sender is duly authorised by the Customer.
   7. The Customer acknowledges & agrees that Aqua may, but is not obliged to, refuse to accept any Purchase Order which has not been signed by the Customer.
2. EQUIPMENT HIRE & HIRE PERIOD
   1. Aqua shall hire the Equipment to Customer for use at the Site subject to the Contract. Aqua shall not, other than in the exercise of its rights under this agreement or applicable law, interfere with Customer’s quiet possession of the Equipment.
   2. Should the Equipment be discontinued upon placement of Customer’s order, Aqua reserves the right to supply alternative equipment of the same or better quality as the Equipment at the same price.
   3. Unless otherwise agreed in writing the Contract starts on the date of the Contract & shall continue unless terminated earlier in accordance with clause 7, for the minimum hire period specified in the Proposal & thereafter shall continue until terminated by either party giving not less than 5 days’ written notice to the other party to terminate the Contract at the end of the calendar month in which the 5 day notice period expires (**Hire Period**).
3. Prices & PAYMENT
   1. Customer shall pay the charges to Aqua for the hire of the Equipment (**Hire Charges**), commissioning of the Equipment (**Commissioning Charges**), & provision of the Services (**Service Charges**) as set out in the Proposal (together the **Charges**). Time for payment of the Charges is of the essence of the Contract. The Charges exclude delivery, packaging, packing, shipping, carriage, insurance, VAT & other sales tax which Customer shall pay in addition to the Charges.
   2. Aqua shall, unless otherwise agreed in writing with the Customer, invoice Customer for the Commissioning Charges on delivery of the Equipment.
   3. Aqua shall invoice the Customer on the start date of the Hire Period for the Hire Charges and Services Charges payable for the first month of the Hire Period and shall invoice the Customer 1 week before each subsequent month during the Hire Period for the Hire Charges and Services Charges payable for the next applicable month during the Hire Period. All Charges are due & shall be paid in pounds sterling within 30 days of the date of Aqua’s invoice. No payment shall be deemed to have been received until Aqua has received cleared funds. Customer shall pay all amounts due under the Contract in full without any deduction, withholding or set-off on account of disputes, counterclaims or for any other reason whatsoever. Aqua may, without limiting its other rights or remedies, set off any amount owing to it by Customer against any amount payable by Aqua to Customer.
   4. Customer shall pay interest at an annual rate of 8% above the base rate of the Bank of England (but at 8% a year for any period when that base rate is below 0%) calculated on a daily basis in respect of any sum that is due & unpaid. Interest shall run from the date on which the sum is due & payable until receipt by Aqua of the full amount, whether before or after judgment.
   5. Any deposit specified in the Proposal (**Deposit**) is a deposit against default by Customer of payment of any Charges or any loss of or damage caused to the Equipment. Customer shall, on the date of the Contract, pay the Deposit to Aqua. If Customer fails to pay any Charges on their due date for payment or causes any loss or damage to the Equipment (in whole or in part), Aqua shall be entitled to apply the Deposit against such default, loss or damage. Customer shall pay to Aqua any sums deducted from the Deposit within 14 days of a demand for the same. The Deposit (or balance of the Deposit) shall be refundable within 7 days of the end of the Hire Period & return of the Equipment.
4. DELIVERY, INSTALLATION & MAINTENANCE OF THE EQUIPMENT
   1. Delivery of the Equipment & performance of the Services shall take place at the Site.
   2. If for any reason Customer will not accept delivery & installation of any of the Equipment when they are ready for delivery & installation, or Aqua is unable to deliver or install the Equipment on time due to any act or omission of Customer, the Equipment will be deemed to have been delivered, risk in the Equipment will pass to Customer & Customer shall pay to Aqua any additional costs & expenses incurred by Aqua as a result of Customer’s failure to accept delivery (including storage & insurance).
   3. If Aqua has allocated employees, agents or sub-contractors to install Equipment & undertake provision of the Services on a specific date at the Site & the Customer cancels the works with less than 48 hours’ notice, Aqua reserves the right to charge a late cancellation fee which shall be the greater of (i) £475.00 plus VAT; or (ii) all costs, expenses & liability incurred or paid by Aqua as a result of the cancellation of the work (including fees charged to Aqua by its agents & sub-contractors as a result of such cancellation) & a reasonable sum to reflect the profit that Aqua would have earned had the Customer not cancelled the work.
   4. Any dates specified by Aqua or agreed with Customer for performance of the Services are intended to be an estimate & time shall not be of the essence for delivery or installation.
   5. All Equipment & Services supplied to Customer which conform in all material respects with the Proposal shall be deemed accepted by Customer.
   6. The Customer must give written notice to Aqua of any damage to the Equipment within 7 days of Equipment delivery, failing which the Customer shall be deemed to have accepted the Equipment & Aqua is discharged from any liability in respect of any damage to the Equipment on delivery. The Customer’s acceptance shall constitute conclusive evidence that the Customer has examined the Equipment & has found it to be in good condition, complete & fit in every way for the purpose for which it is intended. If required by Aqua Cooling, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.
   7. During the Hire Period Aqua will provide Customer with Aqua’s standard support services in respect of the Equipment as set out in Aqua’s Rental Equipment Customer Handover Document in effect at the time the Services are provided. Aqua may amend the Rental Equipment Customer Handover Document in its sole & absolute discretion from time to time.
5. CUSTOMER’S RESPONSIBILITIES
   1. Customer shall prepare the Site on or before the date for delivery of the Equipment in accordance with Aqua’s instructions & shall ensure that the location selected for the Equipment is of an appropriate substrate & level.
   2. Within 30 days of delivery of the Equipment, Customer shall arrange with Aqua a date for the commissioning of the Equipment. Customer shall, at the Customer’s expense, provide Aqua, its employees, contractors & agents (**Representatives)**, with access to the Site, adequate & safe working space (including loading & unloading), lighting, power & water facilities & any mechanical or other lifting equipment & scaffolding as Aqua may require to enable Aqua to deliver the Equipment & perform the Services while at the Site.
   3. For the avoidance of doubt, should Customer fail to contact Aqua within 30 days of delivery to arrange a date for the commissioning of the Equipment, Aqua shall not be obliged to provide the commissioning services, however Customer shall remain liable to pay the Commissioning Charges in accordance with clause 3.3.
   4. Customer shall be solely responsible for any masons, smiths, bricklayers, carpenters or other third party contractors which may be required to enable Aqua to perform the Services. The Customer acknowledges that in order for the Services to be performed it may be necessary for Aqua to drill or cut into walls, floors, ceilings or other parts of the Site &/or secure fixings to parts of the Site & that additional work may be needed to put the Site in the condition it was in before the Services were performed. The Customer acknowledges & agrees that Aqua is not responsible for repairing, rebuilding, redecorating or otherwise making good any damage caused to the Site where such damage is necessary in order for the Services to be performed.
   5. During the Hire Period Customer shall: (a) ensure that the Equipment is installed & kept in suitable premises & under suitable conditions, as specified in all operating & maintenance manuals & other documentation relating to the Equipment (**Manuals**); (b) permit only trained & competent personnel to use it; (c) follow any operating & maintenance instructions set out in the Manuals & as Aqua may give from time to time; (d) ensure that air & water filters within the Equipment are inspected & cleaned regularly (in accordance with the Manuals relating to the Equipment) & kept free from debris; (e) ensure that any water or other fluids within the Equipment are clean & conform to the standards recommended in the Manuals; (f) ensure that the Equipment is protected from frost & that the ambient temperature where the Equipment is located does not exceed or fall below any temperature range specified in the Manuals or by Aqua from time to time; (g) unless otherwise agreed in writing by Aqua, ensure that the Equipment is serviced by Aqua or an engineer approved by Aqua at such intervals as stated in the Manuals or as recommend by Aqua; (h) use such water treatment products as specified in the Manuals & as Aqua may specify from time to time to protect the Equipment in particular against corrosion, scale, fouling & microbiological contamination; (i) notify Aqua promptly if the Equipment is discovered to be operating incorrectly; (j) not allow any person other than Aqua to maintain, alter, modify or adjust the Equipment without the prior written approval of Aqua; (k) not move the Equipment from the Site without the prior written approval of Aqua; (l) only use supplies or materials supplied or approved by Aqua; (m) monitor the temperature at the Site & provide Aqua with such reports on the temperature at the Site as Aqua may require from time to time; (n) at all times keep the Equipment in Customer’s possession or control; (o) co-operate with Aqua in all matters relating to the Services; (p) comply with all applicable laws; (q) obtain all necessary permits, licences & consents including any planning consents required for the Services & shall produce such permits, licences & consents to Aqua promptly on request.
   6. The Customer agrees & accepts that the Equipment may be subject to laws & regulations applicable to the use & storage of fluorinated greenhouse gases (**FGas**) & equipment that contains FGas & as such agrees & accepts sole liability for ensuring the Equipment is used & maintained in full compliance with all laws & regulations applicable to FGas (**FGas Legislation**). The Customer shall indemnify & hold harmless Aqua against all liabilities, costs, expenses, damages & losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation & all interest, penalties & legal costs (calculated on a full indemnity basis) & all other professional costs & expenses) suffered or incurred by Aqua arising out of or in connection with the Customer’s failure to comply with FGas Legislation.
   7. If performance of the Contract is suspended at the request of or delayed through Customer’s act or omission Aqua shall be entitled to payment at Aqua’s standard charges from time to time for any other additional costs thereby incurred.
   8. Customer shall indemnify & hold Aqua harmless against all charges, costs, expenses & liabilities incurred by Aqua or their agents as a result of any work carried out to repair the Equipment if in Aqua’s sole opinion, the repairs were a result of Customer’s failure to comply with its obligations under clause 5.5.
   9. The Customer shall comply with any additional obligations as set out in the Proposal.
   10. If Aqua's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer (including its employees, agents & sub-contractors) or failure by the Customer to perform any relevant obligation (**Customer Default**):
       1. without limiting or affecting any other right or remedy available to it, Aqua shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, & to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Aqua's performance of any of its obligations;
       2. Aqua shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Aqua's failure or delay to perform any of its obligations as set out in the Contract; &
       3. the Customer shall reimburse Aqua on written demand for any costs or losses sustained or incurred by Aqua arising directly or indirectly from the Customer Default.
6. RISK, TITLE & INSURANCE
   1. The Equipment shall at all times remain the property of Aqua & except as expressly permitted under the Contract Customer shall have no right, title or interest in or to the Equipment.
   2. The risk of loss, theft, damage or destruction of the Equipment shall pass to Customer on delivery. The Equipment shall remain at the sole risk of Customer during the Hire Period & any further term during which the Equipment is in the possession, custody or control of Customer (**Risk Period**) until such time as the Equipment is redelivered to Aqua.
   3. During the Hire Period & Risk Period, Customer shall, at its own expense, insure the Equipment for its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident & insure its employees & Aqua for claims by third parties for damage caused by the Equipment. Customer shall immediately notify Aqua in the event of any loss, accident or damage to the Equipment, & on demand, supply confirmation acceptable to Aqua of such insurance & proof of premiums paid.
7. TERMINATION
   1. Aqua may terminate the Contract immediately at any time by written notice if: (a) Customer commits a breach of any term of the Contract (including any failure to pay Charges when due); (b) there is a change of control of Customer; (c) Customer ceases trading or fails to pay its debts as they fall due; (d) an order is made or a petition is filed, a resolution is passed or meeting convened for the purpose of winding Customer up; (e) Customer becomes insolvent; (f) there is an application or petition for an administration order or notice is given to any person of intention to appoint an administrator or if an administrator, administrative receiver or receiver or similar official is appointed over all or any part of its assets; (g) if Customer makes any composition with its creditors; (h) takes or suffers any similar or analogous action to those described in (c)-(g) in consequence of debt in any jurisdiction; (i) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; or (j) the Equipment is, in Aqua’s opinion, damaged beyond repair, lost, stolen, seized or confiscated or is at risk of becoming so if it remains within the Customer’s possession.
   2. Upon termination of the Contract, however caused, all sums payable under the Contract shall become due & payable &: (a) Customer’s right to possession of the Equipment shall terminate; (b) without prejudice to any other rights or remedies of Customer, Customer shall pay to Aqua on demand: (i) all Charges & other sums due but unpaid at the date of such demand together with any interest accrued; (ii) any costs & expenses incurred by Aqua in recovering the Equipment &/or in collecting any sums due under the Contract; (c) Customer must prepare the Equipment for return in accordance with Aqua’s instructions. Aqua may charge & Customer shall pay Aqua’s costs & expenses to safely dispose of any waste coolant fluids, oil or other liquids returned in the Equipment.
   3. Customer grants Aqua & its Representatives an irrevocable licence at any time to enter any premises where the Equipment are or may be stored in order to inspect them, or, where Customer’s right to possession has terminated, to recover them or to switch off or disconnect the Equipment.
   4. Termination, howsoever or whenever it occurs, shall be subject to any rights & remedies Aqua may have under the Contract or in law.
   5. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force & effect.
8. WARRANTY
   1. Aqua warrants that for a period of 12 months from the date of delivery of the Equipment the Warranted Equipment shall conform to its description & any applicable specification in all material respects. If the Warranted Equipment does not comply with the warranty in this clause 8.1 (**Defect**) Aqua shall, at its option, repair or replace the defective Warranted Equipment (during Aqua’s usual working hours), or the defective Warranted Equipment cannot be repaired or replaced, Aqua shall at the Customer’s request, accept the return of the defective Warranted Equipment and make an appropriate refund of the Charges paid for the defective Warranted Equipment provided that: (a) Customer notifies Aqua, in the form of a Purchase Order, during the Warranty Period within 21 days of becoming aware of the Defect; (b) Aqua is given a reasonable opportunity to examine such Equipment; (c) the Defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than Aqua‘s authorised personnel or fair wear & tear; (d) the Defect did not arise out of any information, design or any other assistance supplied or furnished by Customer or on its behalf; & (e) the Defect is directly attributable to defective material, workmanship or design.
   2. For the avoidance of doubt:
      1. the warranty set out in clause 8.1 does not apply to glycol antifreeze additives, oil, water treatment chemicals, water & air filters & other items considered by Aqua to be Consumables.
      2. Water & air filters & such other parts of the Equipment as are specified in the Operating Manuals as requiring replacement more frequently than the expiry of the Warranty Period must be replaced at the frequency specified in the Operating Manual & as such have a warranty period that is shorter than the Warranty Period.
   3. Any Warranted Equipment repaired or replaced by Aqua pursuant to this Clause 8 shall be under warranty for the unexpired portion of the warranty period given by Aqua under Clause 8.1.
   4. Except as provided in this clause 8, Aqua shall have no liability to Customer in respect of the Equipment’s failure to comply with the warranty set out in clause 8.1.
9. LIMITATION OF LIABILITY & INDEMNITY
   1. The restrictions on liability in this clause 9 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
   2. Nothing in these Terms limits or excludes any liability which cannot legally be limited or excluded including liability for:
      1. death or personal injury caused by negligence;
      2. fraud or fraudulent misrepresentation;
      3. breach of the terms implied by section 7 of the Supply of Goods and Services Act OR section 8 of the Supply of Goods (Implied Terms) Act 1973;
      4. any matter in respect of which it would be unlawful for the parties to exclude or restrict liability.
   3. Subject to clause 9.2, Aqua's total liability to the Lessee (including Aqua’s liability for the acts or omissions of its employees, agents or sub-contractors) shall not exceed a sum equal to 1.5 times the aggregate fee payable by the Customer in accordance with the Contract or (where the Contract operates for more than 12 months) the fee shall be deemed to be the average sum payable by the Customer in accordance with the Contract in a 12 month period
   4. Subject to clause 9.2, the Aqua shall not be liable under the Contract for any:
      1. loss of profits;
      2. loss of sales or business;
      3. loss of agreements or contracts;
      4. loss of anticipated savings;
      5. loss of use or corruption of software, data or information;
      6. loss of or damage to goodwill; &
      7. indirect or consequential loss.
   5. The Contract sets forth the full extent of Aqua‘s obligations & liabilities in respect of the Services, Equipment & its hiring & sale to Customer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on Aqua except as specifically stated in the Contract. Subject to clause 9.2, any condition, warranty or other term concerning the Services & Equipment which might otherwise be implied into or incorporated within the Contract, whether by statute, common law or otherwise, is expressly excluded.
   6. The Customer acknowledges that Aqua shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents & contractors, & the Customer shall indemnify & hold Aqua harmless against all liabilities, costs, expenses, damages & losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation & all interest, penalties & legal costs (calculated on a full indemnity basis) & all other professional costs & expenses) suffered or incurred by Aqua arising out of, or in connection with the Customer’s breach or negligent performance or non-performance of the Contract.
   7. This clause 9 shall survive termination of the Contract.
10. CONFIDENTIALITY
    1. Both parties shall treat Confidential Information obtained from the other as confidential & shall not without the prior written agreement of the other at any time hereafter (save as required by law or any regulatory organisation with authority over it) disclose such information to any third party (other than those of its officers, employees advisers & agents whose responsibilities require them to know the same) or use it for any purposes other than for the performance of its obligations pursuant to the Contract (unless such information is in the public domain or is already known to the non-disclosing party otherwise than as a result of a breach of any duty of confidentiality owed in respect of such information).
    2. No party shall make, or permit any person to make, any public announcement, communication or circular (announcement) concerning the existence, subject matter or terms of this agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other parties.
11. SOLICITATION OF STAFF
    1. Neither party shall, without the prior written consent of the other party, at any time from the date the Contract is formed to the expiry of twelve months after termination or expiry of the Contract solicit or entice away from the other party or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or sub-contractor of the other party.
    2. Any consent given by a party (the **“consenting party”**) in accordance with clause 11.1 shall be subject to the party (the **“recruiting party”**) wishing to solicit or entice away from the consenting party or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or sub-contractor of the consenting party paying to the consenting party a sum equivalent to 30% of the then current annual remuneration of the consenting party’s employee, consultant or sub-contractor or, if higher, 30% of the annual remuneration to be paid by the recruiting party to such employee, consultant or sub-contractor.
12. FORCE MAJEURE
    1. Aqua will use reasonable endeavours to mitigate any adverse impact on Aqua's performance of its obligations under the Contract (including, but not limited to increases in lead times, costs & expenses) attributable to a Force Majeure Event. Aqua will use reasonable endeavours to give the Customer reasonable written notice of any adverse impact on Aqua's performance of its obligations under the Contract attributable to a Force Majeure Event.
    2. Notwithstanding any other provision under these Terms or otherwise, if Aqua is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event provided that Aqua has given the Customer reasonable prior written notice setting out any proposed change(s) to the Contract as a result of the Force Majeure Event & the effective date(s) of such change(s), Aqua shall be entitled to make fair & reasonable changes to: (i) any of the charges, prices, &/or rates or any additional charges, prices, &/or rates due under the Contract so that Aqua is financially no worse off than if the Force Majeure Event had not occurred; &/or (ii) any of the goods, products &/or services provided under the Contract & such changes shall take effect on the date that notice is given (or deemed to be given) to the Customer in accordance with clause 12.1 or if later, the date specified in the notice given to the Customer.
    3. Aqua shall not be liable for delay in performing or failure to perform obligations under this Contract if the delay or failure results from a Force Majeure Event.
    4. In the event of any delay or failure under the Contract resulting from a Force Majeure Event Aqua may rely on the provisions of this clause for exemption from liability for non-performance part performance defective performance or delay & in the event that any such delay or failure continues for a period in excess of 120 consecutive days the Customer shall have the right to terminate the Contract immediately by giving written notice to Aqua.
13. GENERAL
    1. Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
    2. Aqua shall not be in breach of the Contract or liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control.
    3. The Contract constitutes the entire agreement between the parties & supersedes & extinguishes all previous agreements, promises, assurances, warranties, representations & understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on, & shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
    4. Customer acknowledges & consents to Aqua using information relating to the Contract for public announcements & marketing purposes. Such announcements may, include (but are not limited to) case studies & press releases, & be in (but are not limited to) magazines, websites, or printed form.
    5. Failure or delay by Aqua in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
    6. No variation of the Contract shall be effective unless it is in writing & signed by the parties (or their authorised representatives).
    7. Customer confirms it is acting on its own behalf & not for the benefit of any other person.
    8. No one other than a party to the Contract shall have any right to enforce any of its terms.
    9. The Contract shall be governed by & construed in accordance with the laws of England & Wales & each party hereby irrevocably submits to the exclusive jurisdiction of the courts of England & Wales.
14. INTERPRETATION
    1. In these Terms the following words have the following meanings: **Consumables**: Equipment which has a finite life & deteriorates, dissipates, or wears out from use, including, but not limited to Gas, oil, Glycols & any other antifreeze additive, inhibitors, water treatment chemicals, thermal oils & other fluids, bearings, shaft seals, rubber & plastic tubing, piping & hose & all fittings, all insulation materials, solder, brazing & welding materials & gas, batteries, electrical contractors & relays, solenoid coils, fixings, studs, nuts, bolts, screws, etc., refrigerant filter/driers, water & air filters & strainers, pipe fixings, supports & clips, test plugs, sealants, adhesives, paint & other metal & coil coatings; **Customer**: the person(s), firm or company who hires the Equipment from Aqua; **Equipment**: the equipment (including any part or parts of them) hired by Customer as described in the Proposal or such alternative equipment hired in accordance with clause 2.2; **Force Majeure Event**: means any cause or circumstance whatsoever outside a party's reasonable control including, without limitation any Act of God war, flood, drought, earthquake or other natural disaster; epidemic or pandemic (including COVID-19); riot, act of terrorism, outbreak of hostilities, war, threat of or preparation for war, armed conflict or national emergency; any law or any action taken by a government or public authority; imposition of sanctions or embargo, breaking off of diplomatic relations; increases in tariffs or other duties, taxes or levies imposed on exports or imports, fluctuating exchange rates; strike or other industrial action of any kind; malicious damage; default of suppliers or sub-contractors; accident failure or breakdown of plant or machinery fire flood explosion; changes in health, safety or environmental requirements; changes or new requirements for licenses or consents; delays in export or import of products or services due to controls, processes or restrictions; **Proposal**: the proposal attached to these Terms containing details of the Equipment & the Services, delivery & Charges; **Purchase Order**: the Customer’s order to hire Equipment; **Services**: the installation & commissioning of the Equipment as set out in the Proposal & any other services provided by Aqua to Customer under the Contract; **Site**: the site for delivery & installation of the Equipment &performance of the Services as set out in the Proposal; **Warranted Equipment**: the Equipment excluding Consumables.
    2. In these Terms: (a) Unless the context otherwise requires, the words **including, include & in particular** & words of similar effect shall not be deemed to limit the general effect of the words which precede them (d) Headings are for ease of reference only & shall not affect its construction or interpretation.
    3. If there is any inconsistency between the Proposal & these Terms, these Terms will prevail.